Know All Men by These Presents, That whereas, John W. Miller and R. C. Middleton, desiring to borrow Fifty-Four Thousand Dollars, executed six notes, each bearing date as of the 4th day of February, 1914, each of said notes being payable to the order of "Themselves" John W. Miller and R. C. Middleton, each bearing interest from date at the rate of 6% per Annum, payable Semi-Annually and evidenced by Coupons attached to each of said notes, each of said principal notes being payable on or before February 4th, 1916, five

of said notes being for $10.000.00 each and one of said notes being for $3.000.00, both principal and interest being payable at First National Bank, Birmingham, Alabama, all of said notes being identified by the Certificate of the Title Guarantee Loan & Trust Company, Trustee, which said notes to be endorsed and delivered by the said Miller and Middleton to whomsoever said money was borrowed from, or to whomsoever the notes was negotiated or pledged, and

Whereas, To secure the payment of said notes, the said John W. Miller and wife and R. C. Middleton and wife, executed a Mortgage or deed of trust to the Title Guarantee Loan & Trust Company, a body Corporate of Birmingham, Alabama, as trustee on the real property hereinafter described, which Mortgage or deed of trust is recorded in Vol. 768, page 488, of the records in the Probate Office of Jefferson County, Alabama, and is also recorded Vol 106, page 568 of the records in the probate office of Shelby County, Alabama, and also recorded in Vol. 164, page 136 of the records in the probate office of Tuscaloosa County, Alabama, and is also recorded in Vol. 20, page 175 et seq. of the Mortgages in the probate office of Bibb County, Alabama, and

Whereas, The said John W. Miller and R. C. Middleton endorsed such of said notes and negotiated the same to the First National Bank, a body Corporate of Birmingham, Alabama, and

Whereas, The said R. C. Middleton by deed bearing date as of July 28, 1921, conveyed to the said J. W. Miller all his right, title and interest in the said real property described in said mortgage or deed of trust and the said J. W. Miller assumed and agreed to pay the entire balance of indebtedness secured by said mortgage or deed of trust as a part consideration for said conveyance, and

Whereas, There is now a balance of indebtedness evidenced by said notes and secured by said mortgage or deed of trust amounting to $39.760.02, which is now past due and unpaid, and

Whereas, said indebtedness evidenced by said notes

is now held and owned by the said First National Bank of Birmingham, and
Whereas under the terms of said mortgage or deed of trust default has been made in the payment of said indebtedness, and the said mortgage or deed of trust is now subject to foreclosure under the terms thereof, and the said First National Bank as holder and owner of said notes is about to request or direct the foreclosure of said mortgage deed of trust under and in accordance with the terms thereof, and
Whereas, the said J. W. Miller is unable at this time to pay the indebtedness secured by said mortgage or deed of trust and desires to avoid the expense incident to a foreclosure of said mortgage or deed of trust under the power therein contained, and to that end is willing that a foreclosure of said mortgage or deed of trust shall be made at private sale and without advertisement as required by the terms of said deed of trust, and the said First National Bank is willing to purchase said property at the price of $10.000.00 credited on the indebtedness of $39.760.02, now past due and secured by said mortgage or deed of trust,
Now in consideration of the premises, and with the consent and under the direction of the First National Bank of Birmingham, the holder and owner of said notes secured by said mortgage or deed of trust, and in consideration of the First National Bank of Birmingham, entering a credit on the indebtedness now secured by said mortgage or deed of trust in the sum of $10.000.00, the Title Guarantee Loan & Trust Company in its capacity as trustee under said mortgage or deed of trust and by virtue of the power conferred upon it as trustee under the terms of said mortgage or deed of trust, and J. W. Miller and wife L. C. Miller, do by these presents grant, bargain, sell and convey unto the said First National Bank of Birmingham, Alabama, the entire interest in fee in the several parcels of land hereinafter described, designated as Tract 1, and all the coal, iron ore and other minerals and mining rights in, under and

upon the several parcels of land hereinafter described, designated as Tract 2, and the several parcels of land excepting Coal, iron ore and other Minerals hereinafter described and designated as Tract 3, the same being the land or interest in land conveyed to the Title Guarantee Loan & Trust Company as Trustee by said Mortgage or deed of trust, to-wit:—

Tract 1.— E½ of S.E¼ Sec. 22, S.W¼ of N.E¼ Sec. 23, S.W¼ of S.E¼ Sec. 24, N.E¼ of N.W¼ Sec. 26, N.E¼ of N.W¼ and S.W¼ of N.W¼ Sec. 34, W½ of S.W¼ Sec. 36, all in Tp. 20, R. 5-W, in Jefferson County Alabama.

W½ of S.W¼ Sec. 4, S.W¼ of N.E¼, S.E¼ of S.W¼, W½ of S.W¼ Sec. 20, all in Tp. 21, S. R. 5-W, and N.W¼ of N.E¼ and entire N.W¼ Sec. 34, Tp. 24, N. R. 9 E, all in Bibb County Alabama.

Shelby

N½ of N.E¼ Sec. 2, Tp. 21, R. 5-W in Shelby County Alabama.

S.E¼ of N.W¼ Sec. 4, N.E¼ of N.W¼ Sec. 7, W.E¼ of N.E¼ Sec. 8, W¼ of N.E¼ and N.E¼ of N.W¼ Sec. 18, E½ of N.E¼ of S.E¼ Sec. 26, N.W¼ of N.E¼, S.E¼ of N.W¼ Sec. 30, all in Tp. 21, R. 6 W, and S½ of S½ of S.E¼ of Sec. 12, N.W¼ of N.W¼ Sec. 24, all in Tp. 21, S. R. 7 W, and N.W¼ of N.E¼, N.E¼ of N.W¼ Sec. 18, Tp. 27 S. R. 7 W, all in Tuscaloosa County Alabama.

Tract 2. All the Coal, Iron ore and other minerals and mining rights in the following land:—

N½ of N.W¼, S.W¼ of N.W¼, N½ of S.W¼ Sec. 19, Tp. 20 R. 4 W, and W½ of S.W¼ Sec. 10, and S.E¼ of S.E¼ Sec. 13, and E½ of N.E¼, S.W¼ of N.E¼, E½ of N.W¼, S.W¼ of N.W¼, W½ of S.E¼, W½ of S.E¼ of S.E¼, Sec. 15, and E½ of N.E¼, and S½ of S.W¼ Sec. 24, and W½ of S.W¼ Sec. 26, and S½ of S.E¼, N.E¼ of S.E¼ Sec. 35, and E½ of N.W¼, W½ of N.W¼ of N.W¼, E½ of S.W¼ of N.W¼ Sec. 36, in Tp. 20, R. 5-W, all in Jefferson County Alabama.

S.E¼ of S.E¼ Sec. 9, N.W¼ of N.E¼ and entire N.W¼ and N.W¼ of S.W¼, S½ of S.W¼, W½ of S.W¼ of S.E¼ Sec. 10, and N½ of N.W¼ Sec. 15, and entire E½ of Sec. 16, and entire N.W¼ and E½ of S.W¼ Sec. 16, and N½ of N.E¼, S.W¼ of N.E¼, S.E¼ of N.W¼ Sec. 17, and N.E¼ of S.W¼ Sec. 19, and S½ of N.W¼ and N.E¼ of S.W¼, and entire S.E¼ Sec. 20, and S.W¼ of N.E¼ Sec. 21, and N½ of N.E¼ Sec. 22, and S.E¼ of N.W¼, N½ of S.W¼, W½ of S.E¼ Sec. 23, and N.W¼ of N.E¼ Sec. 26, in Tp. 21 S. R. 5-W, and E½ of N.E¼ and S.W¼ of N.E¼ and entire

S.W¼ Sec. 34, Tp. 24 N. R 9 E, all in Bibb County, Alabama.
Shaw N.W¼ of N.W¼ Sec. 1, and S½ of N.E¼ Sec. 2, Tp. 21 S. R. 5 W. in Shelby County, Alabama. ✓
S.W¼ of S.E¼ Sec. 19, and N.E¼ of N.E¼ Sec. 30, and S.W¼ of S.E¼ Sec. 32, in Tp. 20 R. 5 W. and S.E¼ of N.E¼ and N.E¼ of S.E¼ Sec. 20 and W½ of N.W¼ and N.W¼ of S.W¼ and S.E¼ of S.W¼ Sec. 21, and E½ of N.W¼ and W½ of N.E¼ Sec. 24, and N.E¼ of N.E¼ and S.W¼ of N.E¼ Sec. 26, and W½ of S.E¼ and E½ of S.W¼ and S.W¼ of N.E¼ Sec. 34, Tp. 20, R. 6 W, and E½ of S.W¼ Sec. 12, and N.W¼ of N.E¼ Sec. 24, Tp. 21 R. 6 W, and N.W¼ of S.E¼ and N.E¼ of S.W¼ Sec. 4, and S.E¼ of S.E¼ Sec. 7, and W½ of S.E¼ Sec. 8, Tp. 22 S. R. 6 W, all in Tuscaloosa County, Alabama,
Tract 3. All the several tracts or parcels of land hereinafter described (excepting the Coal, Iron ore and other Minerals, which are not conveyed), to-wit:—
S.E¼ of N.E¼ Sec. 17, and W½ of N.W¼ of N.E¼ Sec. 32 Tp. 21, S. R. 5 W, in Bibb County, Alabama.
S.E¼ of S.W¼ Sec. 13, Tp. 21, S. R. 5 W, in Shelby County, Alabama.
W½ of S.E¼ Sec. 18, Tp. 20, R. 5 W, and S.E¼ of N.E¼ Sec. 34, Tp. 20, R. 6 W, and S.E¼ of S.E¼ and 10 acres in S.W. Corner of S.W¼ of S.E¼ Sec. 7, and S.W¼ of S.W¼ Sec. 8, and N.E¼ of S.E¼ Sec. 21, and N½ of N.W¼ of S.W¼ Sec. 22, and N.W¼ of N.E¼ Sec. 28, Tp. 21 S. R 6 W, and S.E¼ of N.W¼ Sec. 1, Tp. 21, S. R. 7 W, all in Tuscaloosa County, Alabama.
To Have and to Hold, the above land and interest in land herein and hereby conveyed unto the said First National Bank of Birmingham, its successors or assigns; subject however to the statutory right of redemption or statutory right to redeem said land, the same as if said mortgage or deed of trust had been regularly foreclosed and sale made at public outcry in accordance with the terms of said mortgage or deed of trust on the day of the date of this instrument, and as if at such sale the said First National Bank had bid the sum of Four Thousand Dollars, and became the purchaser of said property at foreclosure sale, under and in strict accordance with the terms of said mortgage or deed of trust.
It is understood that this conveyance is to have effect as if the said mortgage or deed of trust had been regularly foreclosed on this day under and

in strict compliance with the terms of said mortgage or deed of trust, and the said First National Bank had become the purchaser of the land herein described at said foreclosure sale as the highest and best bidder at the price of Ten Thousand Dollars, and had made payment of the purchase price by crediting the indebtedness secured by said mortgage or deed of trust with the sum of Ten Thousand Dollars bid at said sale, and that all persons who would have the right to redeem said property from said foreclosure sale had the same been regularly foreclosed this day and purchased by said Bank at said foreclosure sale, shall have the same right to redeem said property from this consent foreclosure sale as such persons would have had, had the foreclosure been regularly made on this day.

In Witness Whereof, The Title Guarantee Loan & Trust Company, in its capacity as trustee under said mortgage or deed of trust and J. W. Miller and wife L. C. Miller, hereunto set their signatures and affix their seals, as of the 12th day of November, 1921.

Title Guarantee Loan & Trust Company,
Trustee,
By E. J. Smyer President
J. W. Miller (L.S.)
L. C. Miller (L.S.)

Real

U. S. REVENUE STAMPS
Ten and 00 Cts.
Attached to this instrument

State of Alabama, Jefferson County. } I, Ethel M. Hare, a Notary Public in and for said County and State, hereby certify that E. J. Smyer, whose name as president of the Title Guarantee Loan & Trust Company, a Corporation, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day, that being informed of the contents of the instrument, he as such officer and with full authority, executed the same voluntarily for and as the act of said Corporation.

Given under my hand and official seal, this 8th day of December, 1921.

Ethel M. Hare
Notary Public

State of Alabama. } I, O. L. Duncan, a Notary Public
Jefferson County. } in and for said County, in said

State, hereby certify that J. W. Miller and wife L. C. Miller, whose names are signed to the foregoing instrument, and who are known to me, acknowledged before me on this day, that being informed of the contents of the instrument they executed the same voluntarily on the day the same bears date.
Given under my hand and official seal, this 8th day of Dec. 1921.

E. L. Duncan
Notary Public

State of Alabama } I, E. L. Duncan, a Notary Public in
Jefferson County } and for said County, in said State, hereby certify that on the 8 day of December, 1921, came before me the within named L. C. Miller, known to me to be the wife of the within named J. W. Miller, who being examined separate and apart from the husband, touching her signature to the within instrument, acknowledged that she signed the same of her own free will and accord, without fear, constraint or threats on the part of her husband.
In Witness Whereof, I hereunto set my hand and official seal, this 8th day of Dec. 1921.

E. L. Duncan
Notary Public

State of Alabama } I, G. W. Weaver, Judge of Probate
Shelby County } hereby certify that the within Deed was filed in this office for record 31 day of Dec. 1921, at 10 o'clock A. M. and recorded in Deed Record 71 Pages 261-267 and examined.

G. W. Weaver
Judge of Probate